

1
2
3 BILL NO. S-75-12- 35

4 SPECIAL ORDINANCE NO. S- 01-76

5 AN ORDINANCE approving a contract for the
6 purchase of real estate at 1430 Summit Avenue

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:

9 SECTION 1. That the contract dated October 29, 1975, between
10 the City of Fort Wayne and CHARLES WALLACE and DELORES D. WALLACE for
11 the purchase of the following described real estate:

12 Lot 22 in McCulloch's First Addition to the City of Fort Wayne,
13 Indiana, commonly known as 1430 Summit Avenue

14 for a total cost of \$6,000.00 as set forth in said contract, which is incorporated
15 herein by reference, made a part hereof and is hereby in all things ratified,
16 confirmed and approved.

17 SECTION 2. This Ordinance shall be in full force and effect from
18 and after its passage and approval by the Mayor.

19
20 William J. Schmidt
21 Councilman
22
23
24
25
26
27
28
29
30
31
32
33

34 APPROVED AS TO FORM
35 AND LEGALITY,
And B. C.
TYPING

Read the first time in full and on motion by V. Schmidt, seconded by Talarico, and duly adopted; read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 12-22-75

Charles W. Western
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~lost~~) by the following vote:

TOTAL VOTES	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
	<u>9</u>	<u>0</u>			
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 1-13-76

Charles W. Western
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~) No. 2-01-76 on the 13th day of January, 1976.

ATTEST:

(SEAL)

Charles W. Western
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Western
CITY CLERK

Approved and signed by me this 14th day of January, 1976, at the hour of 3:00 o'clock P. M., E.S.T.

Robert E. Armstrong
MAYOR

~~Hold until 1/13/76
Bring someone from
C&P to explain~~

Bill No. S-75-12-35

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract for the purchase of real estate at 1430 Summit Avenue

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

Vivian G. Schmidt

William T. Hinga

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

DATE: October 29, 1975

TO: Charles R. Wallace and Delores Wallace OWNERS

The City of Fort Wayne, Indiana hereby agrees to purchase from you for the sum of
\$ Six thousand and 00/100 dollars (\$6000.00) the real estate in Allen County, Indiana,
commonly known as 1430 Summit Avenue, in the City of Fort Wayne,

the legal description of which is: Lot 22, in McCulloch's First Addition to the
City of Fort Wayne, Indiana

The City will pay said sum of \$ 6000.00 for said property upon the
following terms: Purchase price in full at the closing of this transaction.

This Agreement to Purchase is made subject to the following terms and conditions:

1. The City shall assume and pay the taxes upon said real estate as pro-rated to closing, and all subsequent taxes, and shall assume and pay any assessments upon said real estate for improvements which may become a lien after the date of this Agreement to Purchase
2. Prior to the execution of the Warranty Deed you will furnish, at your expense, a properly prepared abstract of title for said real estate, continued to a date after the date of this Agreement to Purchase, disclosing a marketable title in you. The City will have said abstract examined by our attorney and will submit a legal opinion thereon without unreasonable delay. You will have a reasonable time to meet such requirements, if any, as may be necessary to render marketable the title to said real estate according to the Standards of Marketability of Abstracts of Title as adopted by the Allen County Indiana Bar Association.
3. This transaction shall be closed as soon as your title to said real estate meets necessary legal requirements. At said closing, you shall deliver to the City a properly executed Warranty Deed as hereinabove provided, conveying to the City said real estate and

all improvements thereon in the same condition they now are, usual wear and tear excepted, unless otherwise specified and agreed to by the City. In this respect, you shall assume the risk of loss or damage to said real estate and all improvements thereon until the date of the delivery to the City of said Warranty Deed. In the event said real estate and all improvements thereon cannot be conveyed to the City in substantially their present condition, usual wear and tear excepted, this agreement, at City's election, shall not be binding.

4. Possession of said real estate shall be delivered to the City on or before the closing date. Rents, if any, shall be pro-rated as of the date of closing. Insurance shall be cancelled as of the date of closing. You will pay all charges for utility services furnished said premises until the date possession is surrendered to the City.

5. This Agreement to Purchase includes all improvements and permanent fixtures used in connection with said real estate including but not necessarily limited to the following: All electrical, gas, heating and plumbing fixtures, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, attached carpeting, linoleum, radio or television antennae, trees, shrubs, flowers, fences, and _____

_____, if any, now in or on the property, and the same shall be fully paid for and free of all liens and encumbrances at the time the City accepts title to said real estate, unless otherwise specified and agreed to by the City.

6. The City has personally inspected and examined the above property and make this Agreement to Purchase in good faith and all the terms and conditions are stated herein, there being no verbal agreements. If this Agreement to Purchase is accepted by you, it shall be an agreement binding and inuring to the benefit of both you and the City through its representatives. The agreement will, however, be subject to approval of the Fort Wayne Common Council.

7. The undersigned buyer shall submit this agreement to Common Council

for its approval on receipt of an executed copy hereof. Common

Council shall have 45 days after such receipt to approve or dis-

approve this agreement. In the event such approval is not given,

this agreement shall be void.

Buyer: CITY OF FORT WAYNE, INDIANA

By: Robert E. Cole

Address: 8th. Floor City-County Bldg.

Phone: 423-7431

Dated this 29th. day of October, 1975.

The undersigned, Owner of the property described in the above Agreement to Purchase, hereby accept said Offer and agree to abide by the terms and conditions thereof _____

Seller: Charles P. Haller

Address: 303 E. Creighton Ave

Phone: 456-6787

Seller: Deloris D. Wallace

Address: 303 E. Creighton Ave

Phone: 456-6787

Dated this _____ day of _____, _____.

DIGEST SHEET

1-75-12-35

Division of Neighborhood Preservation

Department of Community Development & Planning

SYNOPSIS OF ORDINANCE: This would constitute approval of the contract for purchase of a deteriorated two-family structure within the East Central Impact Area; it is intended that the property be rehabilitated and re-converted to single-family status, then sold; the property as it exists is detrimental to the neighborhood and the owner did not want to fix or rehabilitate it; it has been on the private market some three to four months without result. The purchase price is based on appraisal, and purchase negotiations conducted in accordance with federal regulations.

~~Untill sale, this would be a "model property" and used as a neighborhood office~~
~~for rehabilitation activities.~~

EFFECT OF PASSAGE: Contract approval - City purchases property.

EFFECT OF NON-PASSAGE: Purchase not approved

MONEY INVOLVED (Direct Costs, Expenditures, Savings): \$6,000.00

ASSIGNED TO COMMITTEE (J.N.): Finance *W*